REMARKS

Claims 1-19 and 21-37 are in this application.

Applicants respectfully request consideration of the amended claims submitted within the shortened statutory period. Applicants believe that these amended claims place this application in condition for allowance without the need for further prosecution or the need to file a request for continued examination.

Claims 1-2, 4-7, 17-18, and 24 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Wong (Pub. No. US 2003/0149578) in view of Ouchi (Pub. No. US 2003/0036968). Applicants respectfully traverse the examiner's rejection of these claims.

Claims 1 and 24 include the limitations of information related to one or more contracts and the terms of a contract respectively. These limitations, in combination with the dictionary of translations, is not found in Wong or Ouchi. Wong does not include any mention of a contract, and Ouchi uses the word "contract" only in the background section and in a different context relating to contract manufacturers. Neither reference expressly refers to the terms of a contract.

Further, neither reference includes a dictionary for translating transitive information from one or more tiers to enable cross-tier communication as claimed. Ouchi includes a process shown in Fig. 4 and described in [0039] in which information is transformed from an incoming format into a standard format. Fig. 5 illustrates transformation of the standard format into a format required by a trading partner. This format change is not a translation but a matching of information from one form (i.e. Bill of Material (BoM)) to another form containing the same information but with a different arrangement of fields or format of those fields. Ouchi does not disclose interpretation of one field and translation of the information contained within

that field to another field. For example, one vendor may have a date field formatted as MMDDYY, while another vendor has a date field formatted as DDMMYY. The standard format may be YYMMDD. Ouchi teaches a system in which all dates are stored in the standard format (YYMMDD) and is capable of receiving and sending other date formats based on the vendors' format. Ouchi also discloses a process in which the order of fields from one BoM may be stored in a standard order (format) and sent to another site in another order (format). Ouchi does not teach or suggest a system which translates information.

The present invention includes information related to one or more contracts and a dictionary of translations used to translate transitive information, which is not disclosed in Wong or Ouchi. The claimed dictionary of translations are useful for cross-tier communication, exception handling, discussion of adherence to contract terms, as well as other aspects of supply-chain operation, and not related to ensuring that BoM forms are properly formatted.

Applicants respectfully assert that it is essential to consider all elements of the claimed invention (*Vas-Cath Inc. v. Mahurkar,* 935 F.2d 1555, 19 USPQ2d 1111 (Fed. Cir. 1991)). Also, the claimed invention must be considered as a whole and suggest the desirability and thus obviousness of making the combination (see *Lindemann Maschinenfabric GmbH v. American Hoist and Derrick Co.,* 730 F.2d 1452, 1462; 221 USPQ 481, 488 (Fed. Cir. 1984)). Obviousness cannot be established merely by combining the teachings of the prior art to produce the claimed invention, absent a teaching, suggestion or motivation supporting the combination (*In re Fine*, 5 USPQ2d 1596 (Fed. Cir. 1988); see also *In re Laskowski*, 10 USPQ2d 1397 (Fed. Cir. 1989)). And, although common sense may be applied in an obviousness analysis (*KSR International Co. v. Teleflex, Inc.*, 127 S. Ct. 1727, 1742-43 (2007)), one must "guard against

slipping into the use of hindsight." *Grahm v. John Deere Co.,* 383 U.S. 1, 36 (1966) (quoting *Monroe Auto Equip. CO. v. Heckethorn Mfg. & Supply Co.,* 332 F. 2d 406, 412 (6th Cir. 1964)).

Applicants respectfully request that the Examiner allow the claims in view of 35 U.S.C. §103. To combine the references without some teaching, suggestion, or motivation, or use of common sense to do so constitutes impermissible hindsight in violation of *In re Dembiczak,* 50 USPQ2d 1614 (Fed. Cir. 1999) as well as *W. L. Gore & Associates, Inc. v. Garlock, Inc.,* 721 F.2d 1540, 1553; 220 USPQ 303, 313 (Fed. Cir. 1983). It is legally improper to focus on the obviousness of substitutions and differences between the claimed invention and the prior art rather than on the obviousness of the claimed invention **as a whole** relative to that prior art (*Hybritech, Inc. v. Monoclonal Antibodies, Inc.,* 802 F2d 1367, 1383; 231 USPQ 81, 93 (Fed. Cir. 1986)). The claimed invention is not an application by one of ordinary skill of common sense using obvious techniques and combinations that would have occurred in the ordinary course of development, but one of real innovation. *KSR*, 127 S. Ct. at 1741.

For these reasons, applicants respectfully request that the Examiner's rejections be withdrawn with respect to claims 1 and 24 and the claims which depend from them and that this application be passed to allowance.

Respectfully submitted,

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